

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CRISTINA RODRIGUEZ, an individual,) CASE NO. 2:24-03991-MWF (AGR<sub>x</sub>)

Plaintiff.

VS.

COSTCO WHOLESALE  
CORPORATION, a corporation; GIL  
COZINE, an individual; DOES 1-50,  
inclusive.

## Defendants.

,) CASE NO. 2:24-03991-MWF (AGR<sub>x</sub>)  
{ *[Assigned to Hon. Michael W.*  
{ *Fitzgerald, District Judge, and Hon.*  
{ *Alicia G. Rosenberg, Magistrate Judge]*

{ DISCOVERY DOCUMENT:  
{ REFERRED TO MAGISTRATE  
{ JUDGE JACQUELINE CHOOIJIAN

{ PROPOSED } STIPULATED  
PROTECTIVE ORDER FOR  
STANDARD LITIGATION

{ State Action filed: 09/14/2022

{ NOTE CHANGES MADE BY THE  
COURT

The Court, having received the STIPULATED PROTECTIVE ORDER FOR STANDARD LITIGATION, executed by Plaintiff CRISTINA RODRIGUEZ (“Plaintiff”) and Defendant COSTCO WHOLESALE CORPORATION (“Costco” or “Defendant,” collectively “the Parties”), having considered the representations set forth therein, and finding good cause therefor, orders as follows:

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1                   **PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN,**

2                   **A PROTECTIVE ORDER IS ENTERED AS FOLLOWS:**

3                   **1. PURPOSES AND LIMITATIONS**

4                   Disclosure and discovery activity in this action are likely to involve  
5 production of confidential, proprietary, or private information for which special  
6 protection from public disclosure and from use for any purpose other than  
7 prosecuting this litigation may be warranted. Accordingly, the Court enters the  
8 following Stipulated Protective Order. The Parties acknowledge that this Order  
9 does not confer blanket protections on all disclosures or responses to discovery and  
10 that the protection it affords from public disclosure and use extends only to the  
11 limited information or items that are entitled to confidential treatment under the  
12 applicable legal principles.

13                   The Parties further acknowledge, as set forth in Section 13.3, below, that this  
14 Stipulated Protective Order does not entitle them to file confidential information  
15 under seal; the applicable Federal Rules of Civil Procedure and **Local Rule 79-5**  
16 must be followed **~~and the standards that will be applied~~** when a party seeks  
17 permission from the court to file material under seal.

18                   **2. DEFINITIONS**

19                   2.1 Challenging Party: a Party or Non-Party that challenges the  
20 designation of information or items under this Order.

21                   2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
22 how it is generated, stored or maintained) or tangible things that qualify for  
23 protection under Federal Rule of Civil Procedure 26(c).

24                   2.3 Counsel (without qualifier): Outside Counsel of Record and House  
25 Counsel (as well as their support staff).

26                   2.4 Designating Party: a Party or Non-Party that designates information or  
27 items that it produces in disclosures or in responses to discovery as  
28 “CONFIDENTIAL.”

1        2.5 Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced  
4 or generated in disclosures or responses to discovery in this matter.

5        2.6 Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its counsel to  
7 serve as an expert witness or as a consultant in this action.

8        2.7 House Counsel: attorneys who are employees of a party to this action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11        2.8 Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this action.

13        2.9 Outside Counsel of Record: attorneys who are not employees of a  
14 party to this action but are retained to represent or advise a party to this action and  
15 have appeared in this action on behalf of that party or are affiliated with a law firm  
16 which has appeared on behalf of that party.

17        2.10 Party: any party to this action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20        2.11 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this action.

22        2.12 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26        2.13 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”

28        2.14 Receiving Party: a Party that receives Disclosure or Discovery

1 Material from a Producing Party.

2 **3. SCOPE**

3 The protections conferred by this Stipulation and Order cover not only  
4 Protected Material (as defined above), but also (1) any information copied or  
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
6 compilations of Protected Material; and (3) any testimony, conversations, or  
7 presentations by Parties or their Counsel that might reveal Protected Material.  
8 However, the protections conferred by this Stipulation and Order do not cover the  
9 following information: (a) any information that is in the public domain at the time  
10 of disclosure to a Receiving Party or becomes part of the public domain after its  
11 disclosure to a Receiving Party as a result of publication not involving a violation  
12 of this Order, including becoming part of the public record through trial or  
13 otherwise; and (b) any information known to the Receiving Party prior to the  
14 disclosure or obtained by the Receiving Party after the disclosure from a source  
15 who obtained the information lawfully and under no obligation of confidentiality to  
16 the Designating Party.

17 ~~Any use of Protected Material used at trial shall become public absent be  
18 governed by a separate court order upon written motion and a legally sufficient  
19 showing.~~

20 **4. GOOD CAUSE STATEMENT**

21 This action is likely to involve trade secrets, internally developed policies  
22 and procedures, confidential logs and business records, and other valuable  
23 research, development, commercial, technical, or proprietary information for  
24 which special protection from public disclosure and from use for any purpose other  
25 than prosecution of this action is warranted. Such confidential and proprietary  
26 materials and information consist of, among other things, confidential business or  
27 financial information, information regarding confidential business practices  
28 (including standards, procedures, and documents developed internally by the

1 parties), or other confidential research, development or commercial information  
2 (including information implicating privacy rights of third parties), information  
3 otherwise generally unavailable to the public, or which may be privileged or  
4 otherwise protected from disclosure under state or federal statutes, court rules, case  
5 decisions, or common law. Such information and documents include business  
6 records and work logs developed, researched, drafted, created, and/or prepared  
7 internally by the Parties for use in their business or trade; internal policies and  
8 procedures; confidential communications, documents, or information involving  
9 private or personal information of the parties or third parties; and/or documents  
10 marked confidential and not made available for the public at large. Accordingly, to  
11 expedite the flow of information, to facilitate the prompt resolution of disputes  
12 over confidentiality of discovery materials, to adequately protect information the  
13 parties are entitled to keep confidential, to ensure that the parties are permitted  
14 reasonable necessary uses of such material in preparation for and in the conduct of  
15 trial, to address their handling at the end of the litigation, and serves the ends of  
16 justice, a protective order for such information is justified in this matter. It is the  
17 intent of the Parties that information will not be designated as confidential for  
18 tactical reasons and that nothing be so designated without a good faith belief that it  
19 has been maintained in a confidential, non-public manner, and there is good cause  
20 why it should not be part of the public record of this case.

21 **5. DURATION**

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order shall remain in effect until a Designating Party agrees  
24 otherwise in writing or a court order otherwise directs. Final disposition shall be  
25 deemed to be the later of (1) dismissal of all claims and defenses in this action,  
26 with or without prejudice; and (2) final judgment herein after the completion and  
27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
28 including the time limits for filing any motions or applications for extension of

1 time pursuant to applicable law.

2 **6. DESIGNATING PROTECTED MATERIAL**

3       6.1   Exercise of Restraint and Care in Designating Material for Protection.  
4 Each Party or Non-Party that designates information or items for protection under  
5 this Order must take care to limit any such designation to specific material that  
6 qualifies under the appropriate standards. The Designating Party must designate for  
7 protection only those parts of material, documents, items, or oral or written  
8 communications that qualify – so that other portions of the material, documents,  
9 items, or communications for which protection is not warranted are not swept  
10 unjustifiably within the ambit of this Order.

11       Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber or retard the case development process or  
14 to impose unnecessary expenses and burdens on other parties) expose the  
15 Designating Party to sanctions.

16       If it comes to a Designating Party’s attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the mistaken designation.

19       6.2   Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 6.2(a) below), or as otherwise  
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22 under this Order must be clearly so designated before the material is disclosed or  
23 produced.

24       Designation in conformity with this Order requires:

25           (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or  
27 trial proceedings), that the Producing Party affix the legend  
28 “CONFIDENTIAL” to each page that contains protected material. If

1 only a portion or portions of the material on a page qualifies for  
2 protection, the Producing Party also must clearly identify the  
3 protected portion(s) (e.g., by making appropriate markings in the  
4 margins).

5 A Party or Non-Party that makes original documents or materials  
6 available for inspection need not designate them for protection until  
7 after the inspecting Party has indicated which material it would like  
8 copied and produced. During the inspection and before the  
9 designation, all of the material made available for inspection shall be  
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified  
11 the documents it wants copied and produced, the Producing Party  
12 must determine which documents, or portions thereof, qualify for  
13 protection under this Order. Then, before producing the specified  
14 documents, the Producing Party must affix the “CONFIDENTIAL”  
15 legend to each page that contains Protected Material. If only a portion  
16 or portions of the material on a page qualifies for protection, the  
17 Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in deposition ~~or in other pretrial or trial~~  
20 ~~proceedings~~, that the Designating Party identify on the record, before  
21 the close of the deposition, ~~hearing, or other proceeding~~, all protected  
22 testimony.

23 (c) for information produced in some form other than documentary  
24 and for any other tangible items, that the Producing Party affix in a  
25 prominent place on the exterior of the container or containers in which  
26 the information or item is stored the legend “CONFIDENTIAL.” If  
27 only a portion or portions of the information or item warrant  
28 protection, the Producing Party, to the extent practicable, shall

1                   identify the protected portion(s).

2       6.3   Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive  
4 the Designating Party's right to secure protection under this Order for such  
5 material. Upon timely correction of a designation, the Receiving Party must make  
6 reasonable efforts to assure that the material is treated in accordance with the  
7 provisions of this Order.

8       **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9       7.1   Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time **consistent with the case scheduling order**.  
11 Unless a prompt challenge to a Designating Party's confidentiality designation is  
12 necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
13 burdens, or a significant disruption or delay of the litigation, a Party does not  
14 waive its right to challenge a confidentiality designation by electing not to mount a  
15 challenge promptly after the original designation is disclosed.

16       7.2   Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process by providing written notice of each designation it is challenging  
18 and describing the basis for each challenge. To avoid ambiguity as to whether a  
19 challenge has been made, the written notice must recite that the challenge to  
20 confidentiality is being made in accordance with this specific paragraph of the  
21 Protective Order. The parties shall attempt to resolve each challenge in good faith  
22 and must begin the process by conferring directly (in voice to voice dialogue; other  
23 forms of communication are not sufficient) within 14 days of the date of service of  
24 notice. In conferring, the Challenging Party must explain the basis for its belief that  
25 the confidentiality designation was not proper and must give the Designating Party  
26 an opportunity to review the designated material, to reconsider the circumstances,  
27 and, if no change in designation is offered, to explain the basis for the chosen  
28 designation. A Challenging Party may proceed to the next stage of the challenge

1 process only if it has engaged in this meet and confer process first or establishes  
2 that the Designating Party is unwilling to participate in the meet and confer process  
3 in a timely manner.

4       7.3    Judicial Intervention. If the Parties cannot resolve a challenge without  
5 court intervention, the Designating Party shall file and serve a motion to retain  
6 confidentiality within 21 days of the initial notice of challenge or within 14 days of  
7 the parties agreeing that the meet and confer process will not resolve their dispute,  
8 whichever is earlier. Each such motion must be accompanied by a competent  
9 declaration affirming that the movant has complied with the meet and confer  
10 requirements imposed in the preceding paragraph. Failure by the Designating Party  
11 to make such a motion including the required declaration within 21 days (or 14  
12 days, if applicable) shall automatically waive the confidentiality designation for  
13 each challenged designation. In addition, the Challenging Party may file a motion  
14 challenging a confidentiality designation at any time **consistent with the case**  
15 **scheduling order** if there is good cause for doing so, including a challenge to the  
16 designation of a deposition transcript or any portions thereof. Any motion brought  
17 pursuant to this provision must be accompanied by a competent declaration  
18 affirming that the movant has complied with the meet and confer requirements  
19 imposed by the preceding paragraph.

20       The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has  
24 waived the confidentiality designation by failing to file a motion to retain  
25 confidentiality as described above, all parties shall continue to afford the material  
26 in question the level of protection to which it is entitled under the Producing  
27 Party's designation until the court rules on the challenge.

28       **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

1       8.1 Basic Principles. A Receiving Party may use Protected Material that is  
2 disclosed or produced by another Party or by a Non-Party in connection with this  
3 case only for prosecuting, defending, or attempting to settle this litigation. Such  
4 Protected Material may be disclosed only to the categories of persons and under  
5 the conditions described in this Order. When the litigation has been terminated, a  
6 Receiving Party must comply with the provisions of section 14 below (FINAL  
7 DISPOSITION).

8       Protected Material must be stored and maintained by a Receiving Party at a  
9 location and in a secure manner that ensures that access is limited to the persons  
10 authorized under this Order.

11       8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
12 otherwise ordered by the court or permitted in writing by the Designating Party, a  
13 Receiving Party may disclose any information or item designated  
14 “CONFIDENTIAL” only to:

15           (a) the Receiving Party’s Outside Counsel of Record in this action, as  
16 well as employees of said Outside Counsel of Record to whom it is  
17 reasonably necessary to disclose the information for this litigation and  
18 who have signed the “Acknowledgment and Agreement to Be Bound”  
19 that is attached hereto as Exhibit A;

20           (b) the officers, directors, and employees (including House Counsel)  
21 of the Receiving Party to whom disclosure is reasonably necessary for  
22 this litigation and who have signed the “Acknowledgment and  
23 Agreement to Be Bound” (Exhibit A);

24           (c) Experts (as defined in this Order) of the Receiving Party to whom  
25 disclosure is reasonably necessary for this litigation and who have  
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
27 A);

28           (d) the court and its personnel;

1 (e) court reporters and their staff, professional jury or trial  
2 consultants, mock jurors, and Professional Vendors to whom  
3 disclosure is reasonably necessary for this litigation and who have  
4 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
5 A);

6 (f) during their depositions, witnesses in the action to whom  
7 disclosure is reasonably necessary and who have signed the  
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless  
9 otherwise agreed by the Designating Party or ordered by the court.  
10 Pages of transcribed deposition testimony or exhibits to depositions  
11 that reveal Protected Material must be separately bound by the court  
12 reporter and may not be disclosed to anyone except as permitted under  
13 this Stipulated Protective Order.

14 (g) the author or recipient of a document containing the information  
15 or a custodian or other person who otherwise possessed or knew the  
16 information.

17 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
18 PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this action as  
21 "CONFIDENTIAL," that Party must:

22 (a) promptly notify in writing the Designating Party. Such  
23 notification shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or  
25 order to issue in the other litigation that some or all of the material  
26 covered by the subpoena or order is subject to this Protective Order.  
27 Such notification shall include a copy of this Stipulated Protective  
28 Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

12   **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
13   **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a  
15 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
16 produced by Non-Parties in connection with this litigation is protected by the  
17 remedies and relief provided by this Order. Nothing in these provisions should be  
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non-Party's confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party's  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-  
24 Party that some or all of the information requested is subject to a  
25 confidentiality agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this litigation, the relevant discovery request(s),  
28 and a reasonably specific description of the information requested;

1 and

2 (3) make the information requested available for inspection by the  
3 Non-Party.

4 (c) If the Non-Party fails to object or seek a protective order from this court  
5 within 14 days of receiving the notice and accompanying information, the  
6 Receiving Party may produce the Non-Party's confidential information responsive  
7 to the discovery request. If the Non-Party timely seeks a protective order, the  
8 Receiving Party shall not produce any information in its possession or control that  
9 is subject to the confidentiality agreement with the Non-Party before a  
10 determination by the court. Absent a court order to the contrary, the Non-Party  
11 shall bear the burden and expense of seeking protection in this court of its  
12 Protected Material.

13 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has  
15 disclosed Protected Material to any person or in any circumstance not authorized  
16 under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
17 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
18 the person or persons to whom unauthorized disclosures were made of all the terms  
19 of this Order, and (d) request such person or persons to execute the  
20 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
21 A.

22 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR  
23 OTHERWISE PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other  
26 protection, the obligations of the Receiving Parties are those set forth in Federal  
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
28

1 whatever procedure may be established in an e-discovery order that provides for  
2 production without prior privilege review. Pursuant to Federal Rule of Evidence  
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
4 of a communication or information covered by the attorney-client privilege or  
5 work product protection, the parties may incorporate their agreement in the  
6 stipulated protective order submitted to the court.

7 **13. MISCELLANEOUS**

8       13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the court in the future.

10       13.2 Right to Assert Other Objections. By stipulating to the entry of this  
11 Protective Order no Party waives any right it otherwise would have to object to  
12 disclosing or producing any information or item on any ground not addressed in  
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
14 any ground to use in evidence of any of the material covered by this Protective  
15 Order.

16       13.3 Filing Protected Material. Without written permission from the  
17 Designating Party or a court order secured after appropriate notice to all interested  
18 persons, a Party may not file in the public record in this action any Protected  
19 Material. A Party that seeks to file under seal any Protected Material must comply  
20 with Federal Rules of Civil Procedure and the applicable Local Rule **79-5**.  
21 Protected Material may only be filed under seal pursuant to a court order  
22 authorizing the sealing of the specific Protected Material at issue. Pursuant to  
23 Federal Rules of Civil Procedure and the applicable local rule, a sealing order will  
24 issue only upon a request establishing that the Protected Material at issue is  
25 privileged, protectable as a trade secret, or otherwise entitled to protection under  
26 the law. If a Receiving Party's request to file Protected Material under seal  
27 pursuant to Federal Rules of Civil Procedure and the applicable local rule is denied  
28 by the court, then the Receiving Party may file the information in the public record

1 pursuant to Federal Rules of Civil Procedure and the applicable local rule unless  
2 otherwise instructed by the court.

3 **14. FINAL DISPOSITION**

4 Within 60 days after the final disposition of this action, as defined in  
5 paragraph 4, each Receiving Party must return all Protected Material to the  
6 Producing Party or destroy such material. As used in this subdivision, “all  
7 Protected Material” includes all copies, abstracts, compilations, summaries, and  
8 any other format reproducing or capturing any of the Protected Material. Whether  
9 the Protected Material is returned or destroyed, the Receiving Party must submit a  
10 written certification to the Producing Party (and, if not the same person or entity, to  
11 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
12 where appropriate) all the Protected Material that was returned or destroyed and  
13 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
14 compilations, summaries or any other format reproducing or capturing any of the  
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
16 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
18 reports, attorney work product, and consultant and expert work product, even if  
19 such materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Protective Order as set forth in  
21 Section 5 (DURATION).

22 **IT IS SO ORDERED.**



23  
24 Dated: January 24, 2025

25 Hon. Alicia G. Rosenberg, Magistrate Judge

26  
27  
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare  
5 under penalty of perjury that I have read in its entirety and understand the  
6 Stipulated Protective Order that was issued by the United States District Court for  
7 the Central District of California on [date] in the case of \_\_\_\_\_

8 \_\_\_\_\_  
9 [insert formal name of case and the number and initials assigned to it by the court].

10 I agree to comply with and to be bound by all the terms of this Stipulated  
11 Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I solemnly  
13 promise that I will not disclose in any manner any information or item that is  
14 subject to this Stipulated Protective Order to any person or entity except in strict  
15 compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District  
17 Court for the Central District of California for the purpose of enforcing the terms  
18 of this Stipulated Protective Order, even if such enforcement proceedings occur  
19 after termination of this action.

20 I hereby appoint \_\_\_\_\_ [print or type full name]  
21 of \_\_\_\_\_ [print or type full address  
22 and telephone number] as my California agent for service of process in connection  
23 with this action or any proceedings related to enforcement of this Stipulated  
24 Protective Order.

25 Date: \_\_\_\_\_

26 City and State where sworn and signed: \_\_\_\_\_

27 Printed name: \_\_\_\_\_

28 Signature: \_\_\_\_\_